

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

Gerald S. Wall aka Gerald Scott Wall,	:	Case No. 5-18-bk-03323-RNO
Debtor	:	Ch. 13
Gerald S. Wall aka Gerald Scott Wall,	:	
Movant	:	
v.	:	
United States of America,	:	
Internal Revenue Service,	:	
and	:	
Honesdale National Bank,	:	
Respondents	:	

Certificate of Service

I do hereby certify that on July 2, 2019 I forwarded a true and correct copy of the attached *Order and Motion to Sell Real Property at 19 Ferretti Drive, West Wyoming, Luzerne County, PA Free and Clear of Liens of Respondent and Authorize Distribution at Closing* to the following parties, addressed as follows:

Electronically through ECF

Office of U. S. Trustee
ustpregion03.lia.ecf@usdoj.gov

Charles J. DeHart, III, Trustee
TWecf@pamd13trustee.com

By First Class US Mail, postage prepaid:

United States Attorney
Attention: Civil Process Clerk
William J. Nealon Federal Building
235 North Washington Avenue, Suite 311
Scranton, PA 18503

Attorney General of the US
US Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Internal Revenue Service
Bankruptcy Section
PO Box 7346
Philadelphia, PA 19101-7346

By certified first class US Mail, postage prepaid:

Honesdale National Bank
Attn: Greg Gula, Vice President
724 Main Street
Honesdale, PA 18431

Is/ Lisa M. Doran

Lisa M. Doran, Esquire, ID # 58879
Attorney for Debtor
Doran & Doran, P.C.
69 Public Square - Suite 700
Wilkes Barre PA 18701
(570) 823-9111

Dated: July 2, 2019

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

In re:

Gerald S. Wall,
aka Gerald Scott Wall,

Debtor 1

Chapter: 13

Case number: 5:18-bk-03323-RNO

Document Number: 101

Matter: Motion for Sale Free and Clear of
Liens

Gerald S. Wall,
aka Gerald Scott Wall,
Movant(s)

vs.

United State of America, Internal Revenue Service and
Honesdale National Bank
Respondent(s)

Order

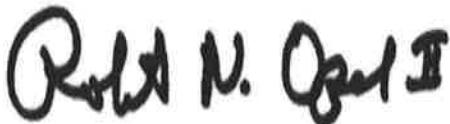
Unless earlier served through CM/ECF, **IT IS ORDERED** that service of this Order and the above-referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R 4001-6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

IT IS FURTHER ORDERED that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

United States Bankruptcy Court Courtroom #2, Max Roseann US Courthouse, 197 South Main Street, Wilkes-Barre, PA 18701	Date: 7/31/19 Time: 09:30 AM
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Dated: July 2, 2019

By the Court,



Honorable Robert N. Opel, II
United States Bankruptcy Judge
By: Lyndsey Price, Deputy Clerk

Initial requests for a continuance of hearing (*L.B.F. 9013-3, Request to Continue Hearing/Trial with Concurrence*) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing telephonically shall be made in accordance with L.B.R. 9074-1(a).

Electronic equipment, including cell phones, pagers, laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned to silent operation upon entering the Courtroom and Chambers.

Photo identification is required upon entering the Courthouse.

orreshrg(5/18)

7-1-19

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

Gerald S. Wall aka Gerald Scott Wall, : Case No. 5-18-bk-03323-RNO
Debtor : Ch. 13
Movant :
v. :
United States of America, :
Internal Revenue Service, :
and :
Honesdale National Bank, :
Respondents :
:

**MOTION TO SELL REAL PROPERTY
19 FERRETTI DRIVE, WEST WYOMING, PA
FREE AND CLEAR OF LIENS OF RESPONDENT
AND TO MAKE DISTRIBUTION AT CLOSING**

The Motion of Gerald S. Wall (“Debtor”) by his attorneys, Doran & Doran, P.C., for an Order authorizing the Debtor to complete a sale of real property known as 19 Ferretti Drive, West Wyoming, Pennsylvania free and clear of the Liens of the Respondents pursuant to § 363 of the Bankruptcy Code, and to make distribution at closing, and is as follows:

1. The above Debtor filed for relief under Chapter 13 of the Bankruptcy Code on August 7, 2018. The Chapter 13 Plan was confirmed on May 8, 2019.
2. Among the assets of the Debtor, as set forth on Schedule “A” of the original petition, is a parcel of real property located at 19 Ferretti Drive, West Wyoming, Luzerne County, PA Parcel Identification Number E10SE2-01A-005-000, more specifically described in Luzerne

County Record Book 3016 Page 045427, (hereinafter the "Real Property").

3. The Real Property is encumbered by the following liens:

a. Any real estate taxes due for the current year.

b. First Mortgage in favor of Wells Fargo Bank recorded in Luzerne County

Record Book 3009 at Page 56224 (balance due on Proof of Claim #12 of \$142,639.12 but

adequately protection payments have been paid post-petition).

c. Second Mortgage in favor of PNC Bank recorded in Luzerne County Record Book 3009 at Page 56268 (balance on Proof of Claim #27 of \$67,190.05, plus interest due post-petition)

d. Federal Tax Lien of Internal Revenue Service in the face amount of \$69,646.04 filed on July 3, 2018, which has been partially paid from proceeds of sale of another parcel of property.

e. Judgment of Honesdale National Bank entered by confession in Luzerne County to #2018-7555 on July 9, 2018. This lien was avoided by the Plan confirmation, but HNB is listed as a Respondent in this Motion for free and clear sale to assist in conveying clear title to the purchaser.

4. The Debtor listed the Real Property for sale with Gerald L. Busch Real Estate, Inc., 601 Union Street, Luzerne, PA.

5. The Debtor has now received an offer through the realtor from Donald B. Belcher of Scranton, PA to purchase the Real Property for the sum of \$269,000.00. A copy of the Agreement of Sale is attached.

6. Donald B. Belcher is unrelated to the Debtor.

7. The Debtor is proposing to sell the property to Donald B. Belcher and to pay at closing the realtor's commission, pro-rata real estate taxes to date of closing, customary expenses of sale,

including transfer taxes, any municipal liens, and the mortgages of Wells Fargo Bank and PNC Bank in the balances due as of the date of closing..

8. The net proceeds after payment of items in Paragraph 7 will be escrowed and will be paid to the Internal Revenue Service toward its Federal Tax Lien, once the lien payoff has been determined.

9. If excess proceeds remain after the paying of the federal tax lien, the proceeds would then be paid toward the Debtor's exemptions as outlined in the confirmed Chapter 13 Plan, and any remaining balance to the Chapter 13 Trustee.

WHEREFORE, Debtor prays that an Order be entered authorizing the sale of Debtor's Real Property located at 19 Ferretti Drive, West Wyoming, Luzerne County, PA to Donald B. Belcher (or an assignee if the assignee is unrelated to Debtor) free and clear of the Liens of the Respondents and distribution of sale proceeds as described above.

DORAN & DORAN, P.C.

BY: */s/ Lisa M. Doran*

LISA M. DORAN, ESQUIRE

PA I.D. #58879

Attorneys for Debtor

69 Public Square, Ste. 700

Wilkes-Barre, PA 18701

570-823-9111 fax 570-829-3222

ldoran@doran-law.net

Dated: July 1, 2019

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

6.

7.

8.

9.

10.

ZONING (4-4)

PROPERTY (1-17)

FURNITURE AND PERSONAL PROPERTY (1-17)

Residential

7.

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdivisible) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer, without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: Residential

FURNITURE AND PERSONAL PROPERTY (1-17)

Residential

8.

(A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in, or on the Property, free of liens, tags, pools, spas and hot tubs (including covers and cleaning equipment); television antennas; mounting brackets and hardware for television and sound equipment; garage door openers and sensors; garage doors; storage sheds; fences; support structures; plantings and trees; smoke detectors and carbon monoxide detectors; gas fireplaces; lighting fixtures (including chandeliers and ceiling fans); pool tables; storm windows and screen doors; window covering hardware; built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Unless stated otherwise, the following items are included in the sale, but not in the Purchase Price:

Range/oven

Dishwasher

Trash Compactor

Satellite Dish

Security System

Propane Tank

Water Treatment System

Fence

Garage Door Opener

Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

Range/Oven

Dishwasher

Trash Compactor

Satellite Dish

Security System

Propane Tank

Water Treatment System

Fence

Garage Door Opener

Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

Range/Oven

Dishwasher

Trash Compactor

Satellite Dish

Security System

Propane Tank

Water Treatment System

Fence

Garage Door Opener

Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

Range/Oven

Dishwasher

Trash Compactor

Satellite Dish

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Water Treatment System

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Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

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Garage Door Opener

Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

Range/Oven

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Window Covering

Air Conditioner

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Dishwasher

Trash Compactor

Satellite Dish

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Propane Tank

Water Treatment System

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Garage Door Opener

Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

Range/Oven

Dishwasher

Trash Compactor

Satellite Dish

Security System

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Chandelier

Ceiling Fan

Pool Table

Storm Window

Screen Door

Window Covering

Air Conditioner

Range/Oven

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Screen Door

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Pool Table

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Window Covering

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Trash Compactor

Satellite Dish

Security

Case 5:18-hk-03323-RNO

2008-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-231-232-233-234-235-236
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Main Document Page 10 of 19

20 249 Desc.

CHANGE IN BUYER'S FINANCIAL STATUS (2-18)

b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised to contact the County Tax Assessor's Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.

Buyer's ability to purchase, Buyer understands that applying for and/or incurring an additional financial obligation may affect

Space. A covenant between the owner and tenant is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

d. Environmental Reserve (Enhancement) Program. Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has a short, standard, 12-month cancellation period.

None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

Estate Seller Disclosure Law
Generally, the Real Estate Seller Disclosures Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, settlement, sale, conveyance, lease with an option to buy, grant or other transfer of real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL CONDOMINIUMS OR FACILITIES** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominiums and cooperatives.

working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the **se-a-re** permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or proprietors serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

as to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

sewer connection within the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This令 is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

any other provision of this Agreement, by any other provision of this Agreement, and any and all demands. Buyer's right to these inspections is not waived by any other provision of this Agreement.

All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for review.

Buyer, at his right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared, unless otherwise agreed, and Seller does not have the right to receive a copy of any lender's appraisal report.

or "inspection") performed by professional contractors, home inspectors, engineers, architects and other property protection or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspection is to be conducted more than one system, the inspection must be conducted in writing. *W. L. Edwards*

13.3.3 Regarding Property and Environmental Inspections. Any inspection of the Property or any environmental inspection, whether by Seller or any other party, shall be conducted in accordance with the terms of Paragraph 13.1(B).

THESE WERE AND ARE OFTEN SUBJECT TO INFLUENCE BY SUGGESTIVE STATEMENTS.

D.B.
Seller Initiative: *6/26*
Bader
ASB Page: 6 of 4
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Home Property Inspections and Environmental Hazards (mold, etc.)

Waived Buyer may conduct an inspection of the Property's structural components; roof, exterior windows and exterior doors; exterior building material, fascia gutters and downspouts; swimming pools; hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands; and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, asbestos, underground storage tanks, etc.); and any other items Buyer may elect. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person certified by a full member of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Waived Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying insect pest control specialist and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guarantancing Agency requirements. The inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying insect pest control specialist to treat the Property. If the inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional entomologist or structural engineer that is limited to structural damage to the Property caused by wood-destroying insects and a proposal to repair the Property.

Waived Buyer may obtain an inspection of the quality and quantity of the water system from a property licensed or otherwise certified watercolor testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picocuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of living uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can penetrate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or seals a building for radon in Pennsylvania must be certified by the Department of Environmental Protection, Bureau of Radiation Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 2469, Harrisburg, PA 17105-2469, (800) 23RADON or (717) 83-5594, www.epra.gov

On-site Sewage (If Applicable) Buyer may obtain an inspection of the individual on-site sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-site sewage disposal system and provide all water and/or sewer agreements. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-site Sewage Inspection Contingency.

Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the insurable property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be entered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

Property Boundaries Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, exact and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Waived Buyer is obligated to purchase a residential dwelling built prior to 1978. Buyer has the option to conduct a lead-based paint hazard assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.

Other

Waived The inspection selected above do not apply to the following existing conditions and/or items:

- 378 Lead-Based Paint Hazards (For Properties built prior to 1978 only)
 379 Elected
 380 Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a lead-based paint hazard assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.
- 381 Waived
- 382 383 384 385 386 387 388 Elected
- 389 The inspection selected above do not apply to the following existing conditions and/or items:
- 390 (1) Notices Regarding Property & Environmental Inspections
- 391 1. Exterior Building Material: Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
- 392 2. Asbestos: Asbestos is linked with several adverse health effects, including various forms of cancer, of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
- 393 3. Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances that are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
- 394 4. Mold, Fungi, and Indoor Air Quality: Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
- 395 5. Additional Information: Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.
- 396 6. Contingency Period and as the result of any inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):
- 397 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Reports to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE, in Paragraph 28 of this Agreement, OR
- 398 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer, according to the terms of Paragraph 26 of this Agreement, OR
- 399 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Reports to Seller, their attorney to Seller with a Written Corrective Proposal ("Proposed") listing corrections and/or credits desired by Buyer.
- 400 4. Following the end of the Contingency Period, Buyer and Seller will have _____ days (if not specified) for a Negotiation Period. During the Negotiation Period:
- 401 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 402 (2) Buyer and Seller will negotiate another acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 403 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, and the Negotiation Period ends.
- 404 (1) If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within _____ days (if not specified) following the end of the Negotiation Period, Buyer will:
- 405 (i) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 406 (ii) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 407 If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement, OR
- 408 Seller Initiate: *[Signature]* Seller Initiate: *[Signature]* Seller Initiate: *[Signature]* Seller Initiate: *[Signature]*

Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

(C) If a Report reveals the need to expand or replace the existing individual on-site sewage disposal system, Seller may, within days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement, provisions for payment, including retainer, and a projected, confirmed date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will justify Seller in writing of Buyer's choice to:

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Seller according to the terms of Paragraph 26 of this Agreement, OR
3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer remission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(D) Within 5 days (7 if not specified from the Execution Date of the Agreement), Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.

(E) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions. Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.

(F) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Title insurance, hazard insurance, marine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

(G) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(H) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of record; covenants visible upon the ground; covenants of record and privileges or rights of public service companies, if any.

(I) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy, filing of a foreclosure lawsuit against the Property, entry of a monetary judgment against Seller, notice of public tax sale affecting the Property, and Seller learning that the sale price of the Property is no longer sufficient to satisfy all items and encumbrances against the Property.

(J) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for license items specified in Paragraph 14(C), items (1), (2), (3) and in Paragraph 14(D).

(K) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

10 COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR DISCLOSE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO IN THIS DOCUMENT, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1956. Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(L) The Property is not a "recreational cabin", as defined in the Pennsylvania Construction Code Act unless otherwise stated here.

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11. Private Transfer Fee Addendum (PAR Form 002) is attached to and made part of this Agreement.

12. Notices Regarding Private Transfer Fees in Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

13. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fails to fully comply with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, but in no case later than 15 DAYS prior to Settlement Date. Seller will order at Seller's expense a certificate from the appropriate municipal department(s) disclosing notice of any unpermitted violations of zoning, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:

a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 28 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 28 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(c) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 28 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(d) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 28 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(e) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR

b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 28 of this Agreement.

14. TITLES, SURVEYS AND COSTS (9-18)

(A) Within 5 days (7 if not specified from the Execution Date of the Agreement), Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.

15. CONDOMINIUM/PLANNED COMMUNITY OR (HOMEOWNER ASSOCIATION) NOTICE (9-18)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Sale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declaration, Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement.

16. CONDOMINIUM/PLANNED COMMUNITY OR (HOMEOWNER ASSOCIATION) SETTLEMENT (9-18)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Sale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declaration, Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement.

17. ASR Page 9 of 14

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18. ASR Page 10 of 14

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Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

- Within 15 days from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
- The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents such as 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing, upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If the association has the right to deny the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

(A) MAINTENANCE AND RISK OF LOSS (1-14)

(A) Seller will maintain that Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any part of the Property included in the sale fails before settlement, Seller will:

- Repair or replace that part of the Property before settlement, OR
- Provide prompt written notice to Buyer of Seller's decision to:

 - Credit Buyer as settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
 - Not repair or replace the failed part of the Property, and not credit Buyer as settlement for the fair market value of the failed part of the Property.

3. If Seller does not repair or replace the failed part of the Property, or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:

- Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(C) Seller bears the risk of loss from fire or other calamities until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

- Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-45)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the terms of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

631 22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-45)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

632 23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)

The disposition of U.S. real property interests by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized that the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, gift, transfers, etc. Persons purchasing U.S. real property interests (transferor) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferor/Buyer is the withholding agent. If you are the transferor/Buyer you must find out if the transferor is a foreign person and ask you to withhold, you may be held liable for the tax.

633 24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law", PA.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.papmc.state.pa.us.

634 25. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement, unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind, whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property in "AS IS" PRESENT CONDITION, subject to inspection contingencies elected in the Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental contamination or determination of asbestos existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

635 26. DEFAULT, TERMINATION AND RETURN OF DEPOSIT MONIES (4-14)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.

(B) Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(C) Determination of the amount of the deposit monies, Pennsylvania Law does not allow a Broker to deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies.

- If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies, a written agreement signed by both parties is evidence to that effect.
- If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
- According to the terms of a final order of court.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

(E) Buyer and Seller agree that if there is a dispute between the parties that is not resolved (See Paragraph 26(C))

(F) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved (30 days if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

636 689 Buyer Initials: DB

637 Seller Initials: GD

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BIRCHWOOD BASEMENT WATERPROOFING

808 Old Meadows Avenue • Dallas, PA 18612-1817

570-282-7060 • Office 570-255-0136

JOSEPH CZARNECKI, OWNER

Customer's Signature(s)

CUSTOMER NAME

709 Jerry Wall 357-9327

PHONES 719 7798 (temp)

LINEAR FEET OF JOB 142 FEET OF GAP

CH. DRAIN 142'

ADDRESS 19

w. Ferretti Dr

DIR. w. Wyoming

DATE

DESCRIPTION CODE

- 1. Cinder Block Wall
- 2. Tile Wall
- 3. Stone Wall
- 4. Concrete Wall
- 5. Panelled Wall
- 6. Tile Floor
- 7. Concrete Floor
- 8. Wood on Floor
- 9. Carpet on Floor
- 10. Stab Floor
- 11. Furnace
- 12. Sink
- 13. Floor Drains
- 14. Sump Pump
- 15. Windows
- 16. Porch or Patio
- 17. Fireplace
- 18. Outside Door
- 19. Stair Platform
- 20. Oil or Water Tanks
- Water Heater
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- 23.
- 24.
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Ft. drain for all
exterior walls - 142'

12' of speed drains
around furnace &
water heater

SUMP PIT:

Pump: 1/3 HP

Guaranteed 7 Years

Sump Line: 18" x 24"

Check Valve: Yes

Battery Back-Up: Yes/No

Yes

Electrical Receptacle - Extra Charge

Birchwood agrees to waterproof all, or part of basement, as per contract. We will do all or part of the following: excavate to form a ditch along the inside of your foundation wall, drill weep holes if it is a block wall, install drain tile and gravel in ditch tapped to automatic sump pump, enclosed by gravel, heavy duty plastic tubing and a cover. A gap or channel drain will be installed at no extra charge, in order to catch water which may run down the wall. If it is a concrete floor, we will install cement even with the existing floor. Our system, except for the sump pump, is guaranteed for the life of the home, and is transferable to new owners. We guarantee no water on the floor. Our guarantee does not cover: plugging up of discharge pipes, condensation caused by high humidity, damp spot discoloration of walls or floors, water seepage greater than the capacity of the sump pump, pump failure, or an excessive amount of water flowing through basement walls or windows. Also, Birchwood must be notified if work is going to be done which would affect our waterproofing system. We assume standard construction: 4"-6" footer extension, no re-wire or steel re-bars in concrete floor, no electrical wires or water pipes hidden in the floor, and a 4" thick concrete floor made with a standard 4000 pound mix, or less. We assume there will be no solid stone where the trench is excavated. Birchwood reserves the right to charge extra for any unexpected problems which would increase the normal amount of time needed to complete the job. After signing the contract, the consumer has 72 hours to change his mind. If a dispute arises, both parties agree to binding arbitration to avoid lengthy, expensive litigation. Each party will choose an arbitrator and the third arbitrator must be agreed to by both the contractor and the client.

JOB DESCRIPTION Remove lower 1' of drywall & base plate

COST OF JOB \$6980

LESS DEPOSIT \$2000

PAY \$ 4980

UPON COMPLETION OF JOB

CONSULTANT

SENIOR CITIZEN SPECIAL DISCOUNT

DATE

Joe Czarniecki 6/17/19

ASA

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

PROPERTY 19 Ferretti Dr
2 West Wyoming, PA 18644-1744
3 SELLER Gerald Scott Wall
4 BUYER Donald B. Belcher
5 DATE OF AGREEMENT June 24, 2019

6 1. Buyer is aware that there is water leakage and dampness in the basement. Seller agrees to pay for and install a basement waterproofing system prior to settlement. Attached to this agreement of sale is the estimate from Birchwood Basement Waterproofing that has been reviewed and agreed upon by the buyer and seller. Buyer is advised to have the property inspected.

7 2. Repair plumbing leak under kitchen sink

8 3. Replace broken window in the front second floor bedroom.

9 16 4. Clean the rain gutters and reinstall the gutters extensions.

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11 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.
12 BUYER Donald B. Belcher DATE 6/21/19
13 BUYER _____ DATE _____
14 WITNESS _____ DATE _____
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11 BUYER Donald B. Belcher DATE 6/21/19
12 BUYER _____ DATE _____
13 SELLER Gerald Scott Wall DATE 6/24/19
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2. Seller will pay the balance of Broker's Fee if:

- a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or Broker, at the listed price or any price acceptable to Seller, OR
- b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller, OR
- c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
- d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
- e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
- f. A sale occurs after the Ending Date of this Contract If:
 - (1) The sale occurs within 60 days of the Ending Date, AND
 - (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
 - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.
- (C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

6. BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR

- If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker ONE HALF off from deposit monies.
- Does not represent either Seller or a buyer (TRANSACTION LICENSEE).
- Broker will pay 2.5 off from the sale price.

7. COOPERATION WITH OTHER BROKERS

- Broker has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:
 - (A) Represents Seller (SUBAGENT). Broker will pay ----- off from the sale price.
 - (B) Represents the buyer (BUYER'S AGENT). Broker will pay 2.5 off from the sale price.
- A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.
- Does not represent either Seller or a buyer (TRANSACTION LICENSEE).
- Broker will pay ----- off from the sale price.

8. DUTIES OF BROKER AND SELLER

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

9. BROKER'S SERVICE TO BUYER

- Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: documentation preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

10. BROKER NOT RESPONSIBLE FOR DAMAGES

- Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

11. DEPOSIT MONEY

- (A) Brokers, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, as set forth in the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any unashed check that is received as deposit money until Seller has accepted an offer.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when a settlement does not occur. Broker can only release the deposit monies:

1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies.

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.

3. According to the terms of a final order of court.

4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

(C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

13. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by this Licensee(s) identified in this Contract, by another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

(A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

- 1. is a possible danger to those living on the Property, or
- 2. has a significant, adverse effect on the value of the Property.

The fact that a structural element, system or subsystem is near, or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

15. PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on this property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to this Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to houses built in 1978 or later.

16. HOME WARRANTIES

At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect or waive as part of this Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to Broker.

17. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 753-3558.

18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREDIT, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

Broker/Licensee Initials: JS Seller Initials: JS JS Wall

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.

3. According to the terms of a final order of court.

4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

(C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers. Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the licensee(s) identified in this Contract, by another licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

13. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the licensee(s) identified in this Contract, by another licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

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1. is a possible danger to those living on the Property, or
 2. has a significant, adverse effect on the value of the Property.
- The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.
- (B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.
- (C) If Seller fails to disclose known material defects and/or environmental hazards:
1. Seller will not hold Broker or Licensee(s) responsible in any way;
 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
 3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

15. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to houses built in 1978 or later.

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17. RECOVERY FUND

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Seller Initials: LS Broker/Licensee Initials: JB

Entered with stamp by Axiologic 1670 Filament Mill Road, Fremont, Michigan 49420 www.axilogic.com

JS Wall

19. TRANSFER OF THIS CONTRACT

(A) Seller agrees that Broker may transfer this Contract to another broker when:

1. Broker stops doing business, OR
2. Broker forms a new real estate business, OR
3. Broker joins his business with another.

(B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements of this Contract with the new broker.

20. NO OTHER CONTRACTS

Seller will not enter into any other listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the Ending Date of this Contract.

21. CONFLICT OF INTEREST

If it is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's interests before any other, if Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

22. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

23. CHANGES TO THIS CONTRACT

Any changes to this Contract must be in writing and signed by Broker and Seller.

24. MARKETING OF PROPERTY

(A) Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all media, including print and electronic: photographs and videos, unless otherwise stated here:

25. PUBLICATION OF SALE PRICE

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

26. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, worldwide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representatives(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of those rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

27. Seller Initials: LS JS Wall

28. Broker/Licensee Initials: JB

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JS Wall

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(A) IN THE PROPERTY IN THIS SALE, UNLESS OTHERWISE STATED, ARE ALL EXISTING ITEMS PERMANENTLY INSTALLED IN THE PROPERTY, FREE OF LIENS, AND OTHER ITEMS, INCLUDING PLUMBING, HEATING, RADIATOR COVERS, LIGHTING FIXTURES (INCLUDING CHANDELIER AND CEILING FANS); POTS, PANS AND ART TUBS (INCLUDING COVERS AND CLEANING EQUIPMENT); ELECTRIC ANIMAL FENCING SYSTEMS (EXCLUDING COLLARS); GARAGE DOOR OPENERS AND TRANSMITTERS; TELEVISION ANTENNAS; MOUNTING BRACKETS AND HARDWARE FOR TELEVISION AND SOUND EQUIPMENT; UPRIGHT SHRUBS; PLANTS AND TREES; SMOKE DETECTORS; SUMP PUMPS; STORAGE SHELVES; FENCES; MAILBOARDS; WALL TO WALL CARPETING; EXISTING WINDOW SCREENS, STORM WINDOWS AND SCREEN/STORM DOORS; WINDOW COVERING HARDWARE, (INCLUDING RODS AND SWINGS), SHADES AND BLINDS; AWNINGS; BUILT-IN APPLIANCES; THE RANGE/OVEN; ANY REMAINING HEATING AND COOKING FUELS STORED ON THE PROPERTY AT THE TIME OF ACQUISITION; AND, IF OWNED, WATER TREATMENT SYSTEMS, PROPANE TANKS, SATELLITE DISHES AND SECURITY SYSTEMS. ALSO INCLUDED: Landscaping

(B) THE FOLLOWING ITEMS ARE LEASED (NOT OWNED BY SELLER). CONTACT THE PROVIDER/SELLER FOR MORE INFORMATION (E.G., WATER TREATMENT SYSTEMS, PROPANE TANKS, SATELLITE DISHES AND SECURITY SYSTEMS):

(C) EXCLUDED fixtures and items:

28. TAXES & SPECIAL ASSESSMENTS

(A) AT SETTLEMENT, SELLER WILL PAY ONE-HALF OF THE TOTAL REAL ESTATE TRANSFER TAXES, UNLESS OTHERWISE STATED HERE:

(B) YEARLY PROPERTY TAXES \$ PROPERTY ASSESSED VALUE \$

(C) IS THE PROPERTY PREFERENTIALLY ASSESSED (INCLUDING A TAX ABATEMENT)? YES NO

IF APPLICABLE, HOW MANY YEARS REMAIN?

(D) COA/HOA NAME COA/HOA PHONE

COA/HOA SPECIAL ASSESSMENTS \$ BUYER'S REQUIRED CAPITAL CONTRIBUTION \$

PLEASE EXPLAIN:

(E) MUNICIPALITY ASSESSMENTS \$ QUARTERLY MONTHLY YEARLY

29. TITLE & POSSESSION

(A) SELLER WILL GIVE POSSESSION OF PROPERTY TO A BUYER AT SETTLEMENT, OR ON AT SETTLEMENT. SELLER WILL GIVE FULL RIGHTS OF OWNERSHIP (SEE SIMPLE) TO A BUYER EXCEPT AS FOLLOWS:

OIL GAS MINERAL OTHER
IF CHECKED, PLEASE EXPLAIN:

(C) SELLER HAS: FIRST MORTGAGE WITH ADDRESS

AMOUNT OF BALANCE \$ ACCT. #

SECOND MORTGAGE WITH ADDRESS

AMOUNT OF BALANCE \$ ACCT. #

HOME EQUITY LINE OF CREDIT WITH ADDRESS

AMOUNT OF BALANCE \$ ACCT. #

OTHER:

SELLER AUTHORIZES BROKER TO RECEIVE MORTGAGE PAYOFF AND/OR EQUITY LOAN PAYOFF INFORMATION FROM LENDER(S).

(D) SELLER HAS: JUDGMENTS \$ PAST DUE MUNICIPAL ASSESSMENT \$

PAST DUE PROPERTY TAXES \$ PAST DUE COA/HOA FEES \$

PAST DUE COA/HOA ASSESSMENTS \$

STATE TAX LIENS \$

OTHER:

\$ SELLER IS OBLIGATED TO PAY SUPPORT UNDER AN ORDER ON RECORD IN ANY PENNSYLVANIA COUNTY, LIST THE COUNTY AND THE DOMESTIC RELATIONS NUMBER OR DOCKET NUMBER:

30. BUYER FINANCING SELLER WILL ACCEPT THE FOLLOWING ARRANGEMENTS FOR BUYER TO PAY FOR THE PROPERTY:

CASH CONVENTIONAL MORTGAGE FHA MORTGAGE VFA MORTGAGE, OR %

(E) IF SELLER, AT ANY TIME ON OR SINCE JANUARY 1, 1998, HAS BEEN OBLIGATED TO PAY SUPPORT UNDER AN ORDER ON RECORD IN ANY PENNSYLVANIA COUNTY, LIST THE COUNTY AND THE DOMESTIC RELATIONS NUMBER OR DOCKET NUMBER:

31. SPECIAL INSTRUCTIONS

32. SPECIAL CLAUSES

(A) THE FOLLOWING ARE PART OF THIS LISTING CONTRACT IF CHECKED:

PROPERTY DESCRIPTION ADDENDUM TO LISTING CONTRACT (PAR FORM XLS-A)

SINGLE AGENCY ADDENDUM (PAR FORM SA)

CONSUMER SERVICES FEE ADDENDUM (PAR FORM CSF)

VAUANT LAND ADDENDUM TO LISTING CONTRACT (PAR FORM VLA)

SHORT SALE ADDENDUM (PAR FORM SSL)

(B) ADDITIONAL TERMS:

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